

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
STRIKE, LLC, <i>et al.</i> <sup>1</sup>	)	
	)	Case No. 21-90054 (DRJ)
Debtors.	)	(Jointly Administered)
	)	

**APPLICATION TO RETAIN  
JACKSON WALKER LLP AS CO-COUNSEL AND CONFLICTS  
COUNSEL FOR THE DEBTORS AND DEBTORS IN POSSESSION**

**This application seeks an order that may adversely affect you. If you oppose the application, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the application should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the application and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the application at the hearing.**

**Represented parties should act through their attorney.**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (this “Application”) for entry of an order (the “Order”), substantially in the form attached hereto, authorizing the Debtors to retain and employ Jackson Walker LLP as their co-counsel and conflicts counsel, and respectfully state as follows:

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtors’ federal tax identification number, are: Strike, LLC (2120); Strike HoldCo, LLC (0607); Delta Directional Drilling, LLC (9896); Strike Global Holdings, LLC (4661); Capstone Infrastructure Services, LLC (0161); and Crossfire, LLC (7582). The location of Debtor Strike, LLC’s principal place of business and the Debtors’ service address is: 1800 Hughes Landing Boulevard, Suite 500, The Woodlands, Texas 77380. Additional information regarding this case may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/StrikeLLC>.

## **I. JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

## **II. BACKGROUND**

4. On December 6, 2021, (the “**Petition Date**”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases, and no official committees have been appointed or designated.

5. Headquartered in The Woodlands, Texas, the Debtors provide pipeline, facilities, and infrastructure solutions to the energy sector. Partnering closely with clients across North America, the Debtors deliver a full range of integrated engineering, construction, maintenance, integrity, and specialty services that span the entire oil and gas lifecycle. The Debtors have approximately 2,500 employees and locations in all major oil and gas basins across the United States. The Debtors’ operating revenue for the twelve-month period that ended 2020 was approximately \$1 billion, and, as of the Petition Date, the Debtors have over \$308,000,000 in aggregate original principal amount of prepetition funded debt obligations.

6. Additional factual background and information regarding the Debtors, including their business operations, their corporate and capital structure, the events leading to the commencement of the Chapter 11 Cases, and the emergency need for the relief requested in this Motion is set forth in detail in the First Day Declaration.

7. On the Petition Date, each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description surrounding the facts and circumstances leading to these chapter 11 cases is in the *Declaration of Sean Gore in Support of Debtors' Petitions and Requests for First Day Relief* (the “**First Day Declaration**”) [Docket No. 18].<sup>2</sup> The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On December 6, 2021, the Court entered an order [Docket No. 7] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b).

### **III. RELIEF REQUESTED**

8. The Debtors desire to employ the law firm of Jackson Walker LLP (the “**Firm**”), 1401 McKinney Street, Suite 1900, Houston, Texas 77010 to serve as their co-counsel and conflicts counsel in these cases, in accordance with the conditions set forth in that certain Engagement Letter between the Debtors and the Firm, as of November 15, 2022 (the “**Engagement Letter**”), a copy of which is attached hereto as **Exhibit A**, and incorporated herein by reference.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein has the same meaning ascribed to them in the First Day Declaration.

9. In support of the Application, the Debtors submit the Declaration of Matthew D. Cavanaugh (the “**Cavanaugh Declaration**”), a partner of the Firm, which is attached hereto as **Exhibit B**.

**A. Necessity for Retention of Co-Counsel and Conflicts Counsel and Scope of Services**

10. The Debtors have determined that the retention of co-counsel and conflicts counsel is necessary to the successful administration of these chapter 11 cases, and that the Firm’s employment would be in the best interest of the estates. The Firm’s complex chapter 11 experience, as well as its extensive practice before this Court, and knowledge of the Bankruptcy Local Rules and practices, make it substantively and geographically ideal to efficiently serve the needs of the Debtors. The Firm regularly represents chapter 11 debtors in the Southern District of Texas and throughout Texas, and thus is well qualified by its experience to serve as co-counsel to the Debtors in these proceedings.

11. By separate application, the Debtors have also asked the Court to approve the retention of White & Case LLP (“**W&C**”) as lead counsel for the Debtors. The Firm has discussed the division of responsibilities with W&C, and will avoid duplication of efforts. To specifically disclose the division of labor, and to avoid unnecessary duplication of services, the Firm is proposed to primarily provide the following services for its engagement in these chapter 11 cases as local and conflicts counsel to the Debtors:

- provide legal advice and services regarding local rules, practices, and procedures, including Fifth Circuit law;
- provide certain services in connection with administration of the chapter 11 cases, including, without limitation, preparing agendas, hearing notices, witness and exhibit lists, and hearing binders of documents and pleadings;
- review and comment on proposed drafts of pleadings to be filed with the Court;

- at the request of the Debtors, appear in Court and at any meeting with the United States Trustee, and any meeting of creditors at any given time on behalf of the Debtors as their local and conflicts bankruptcy co-counsel;
- perform all other services assigned by the Debtors to the Firm as local and conflicts bankruptcy co-counsel; and
- provide legal advice and services on any matter on which W&C may have a conflict or as needed based on specialization.

**B. The Firm's Qualifications**

12. The Debtors seek to retain the Firm as set forth herein because of the Firm's recognized and extensive experience and knowledge of chapter 11 business reorganization as well as its experience practicing in Texas and in this District.

13. The Firm has been actively involved in many major chapter 11 cases and has represented many debtors in districts throughout Texas, including recently in the Southern District of Texas, for example: *In re Washington Prime Group Inc., et al.*, Case No. 21-31948 (MI) (Bankr. S.D. Tex. Jul. 27, 2021); *In re California Pizza Kitchen, Inc., et al.*, Case No. 20-33752 (MI) (Bankr. S.D. Tex. Oct. 6, 2020); *In re Chesapeake Energy Corporation, et al.*, Case No. 20-33233 (DRJ) (Bankr. S.D. Tex. Aug. 12, 2020); *In re J. C. Penney Company, et al.*, Case No. 20-20182 (DRJ) (Bankr. S.D. Tex. Jul. 2, 2020); *In re Ultra Petroleum Corp., et al.*, Case No. 20-32631 (MI) (S.D. Tex. Jun. 29, 2020); *In re Neiman Marcus Group LTD LLC*, Case No. 20-32519 (DRJ) (Bankr. S.D. Tex. Jun. 25, 2020).

14. In preparing for its representation of the Debtors in these chapter 11 cases, the Firm has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that the Firm is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

**C. Compensation**

15. The proposed arrangement for compensation is set forth in the Engagement Letter. *See **Exhibit A***. The Firm's fees are determined on the basis of time billed at hourly rates. The Firm's hourly rates vary with the experience and seniority of its attorneys and paralegals, and are adjusted on October 1 of each year. Work is assigned among attorneys and other professionals so as to meet the Debtors' needs, including timing requirements, in an economically efficient manner, typically resulting in blended rates of approximately \$644 per hour or less. The Firm did not vary from, or agree to any alternatives to, its standard or customary billing arrangements for this engagement.

16. Expenses related to the Firm's services will be included in the Firm's applications for compensation, which may include third-party disbursements, such as travel expenses, messenger charges, filing and recording fees, and other costs. It is the Firm's intent to bill such expenses at the Firm's cost. Certain other expenses, such as photocopying, computerized research and long distance tolls, will be billed in accordance with the Firm's standard schedule of charges. To the extent there may be large third-party disbursements, such as expert fees and expenses, mediation and arbitration fees, deposition costs, and substantial travel expenses, the Firm may ask that the Debtors be responsible for paying them directly, rather than through the Firm.

17. The Firm's customary fees and expenses incurred in connection with this representation are to be paid out of the Debtors' estates. The Firm will apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Southern District of Texas, and any other orders of the Court. The Debtors will be jointly and severally liable for all

fees and expenses incurred by the Firm for services rendered to the Debtors pursuant to the Engagement Letter.

18. The Firm and the Debtors entered into the Engagement Letter on November 15, 2021. In connection with the Engagement Letter, the Debtors provided a retainer to the Firm in the amount of \$125,000.00 (the “Retainer”). The Firm assisted the Debtors with the preparation necessary for the filing of their voluntary petitions and transitioning their operations into chapter 11. Prior to the filing of these cases, the Firm received a payment in the amount of \$108,633.00, which was the total amount due to the Firm for all prepetition services. The Firm continues to hold a retainer in the amount of \$26,795.00.

19. Matthew D. Cavanaugh’s hourly rate is \$950.00. The rates of other restructuring attorneys in the Firm range from \$525.00 to \$985.00 an hour, and the rates of paraprofessionals range from \$195.00 to \$205.00 per hour. These rates are consistent with rates that the Firm charges in other comparable chapter 11 cases, with no variation based upon the geographical location of a case.

**D. The Firm is Disinterested**

20. To the best of the Debtors’ knowledge, these attorneys have no interest adverse to the Debtors, or to the Debtors’ bankruptcy estates, and are disinterested. The Firm has no connections with the Debtors, the Debtors’ creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any other person employed in the office of the United States Trustee herein, except as disclosed in the Cavanaugh Declaration. The Cavanaugh Declaration demonstrates that although the Firm represents and has represented several of the Debtors’ creditors or affiliates of the Debtors’ creditors, those matters are not substantially related to the Debtors’ bankruptcy cases; the representations are concluded; the

representation is of an affiliate; or the representations and the claims of those creditors are immaterial and *de minimis*.

**E. Supporting Authority**

21. The Debtors seek approval to retain the Firm pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

22. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

23. For all the reasons stated herein the retention and employment of the Firm as requested herein is warranted. Furthermore, as stated in the Cavanaugh Declaration, the Firm is a "disinterested person" within the meaning of § 101(14) of the Bankruptcy Code, as required by § 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors, and has no connection to the Debtors, their creditors, or other parties in interest except as set forth in the Cavanaugh Declaration. Accordingly, the Debtors request that the Court approve the Application.



WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto, granting the relief requested herein and granting such other relief as is just and proper.

Dated: January 6, 2022  
Houston, Texas

/s/ Sean Gore  
Sean Gore

**Certificate of Service**

I certify that on January 6, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

**Exhibit A**

**Engagement Letter**



Matthew D. Cavanaugh  
(713) 752-4284  
[mcavanaugh@jw.com](mailto:mcavanaugh@jw.com)

November 15, 2021

Bryan Dempsey, General Counsel and Chief Commercial Officer  
STRIKE HOLDCo, LLC  
1800 Hughes Landing Blvd., Suite 500  
The Woodlands, TX 77380

Re: Retention of Local Counsel

Dear Mr. Dempsey:

**GENERAL.** We are very pleased that you have asked us to represent Strike HoldCo, LLC and its affiliated entities listed on Exhibit A appended to this letter (collectively, “Client”) in connection with its chapter 11 restructuring, and any potential post-confirmation work as needed. Please note, the Firm’s representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

This retention letter (this “Agreement”) sets forth the terms of Client’s retention of Jackson Walker LLP to provide legal services and constitutes an agreement between the Firm and Client (collectively, the “Parties” and each a “Party”). This Agreement sets forth the Parties’ entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the “Engagement”), except where the Parties otherwise agree in writing.

**FEES.** Our fees are determined principally on the basis of our time at hourly rates. Our hourly rates vary with the experience and seniority of our attorneys and legal assistants, and are adjusted by us from time to time. Naturally, we try to assign work among our attorneys and other professionals so as to meet the client’s needs, including timing requirements, in an economically efficient manner. I currently expect that I will be the principal lawyer involved in this matter. Our individual hourly rates fall in the range set forth in the below table, which also shows the ranges applicable to the Firm’s other lawyers and paraprofessionals.

<b>Billing Category</b>	<b>Fee Range (USD)</b>
Partners	\$695-985
Associates	\$525-685
Paraprofessionals	\$195-205

Although the Firm will attempt to estimate fees to assist Client in its planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

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**EXPENSES.** Reasonable expenses related to our services will be included in our statements. They may include third-party disbursements, such as travel expenses, messenger charges, and filing and recording fees, and other costs, such as certain overtime assistance and special postage. It is our intent to bill such expenses to the client at our cost. Certain other expenses, such as photocopying, computerized research and long distance tolls, will be billed in accordance with our standard schedule of charges. To the extent there may be large third-party disbursements, such as expert fees and expenses, mediation and arbitration fees, deposition costs, and substantial travel expenses, at our option, we may ask that the client be responsible for paying them directly, rather than through us, provided that the client will only be responsible for such advance payment if it so agrees in advance in writing. Client may request supporting documentation for any expense included on any statement and will not be required to reimburse such expense until reasonably satisfactory supporting documentation is provided.

**STATEMENTS.** Our statements are rendered monthly and are due upon receipt (subject to bankruptcy court approval, if and as required). If there is any question concerning a bill, we ask that it be raised within thirty (30) days. In the event that our statements are not timely paid, we reserve the right to suspend our services until satisfactory payment arrangements are made, or if necessary, to terminate such services.

**RETAINER.** Considering the nature and scope of the matters for which Client has engaged us, we are requesting a \$125,000 retainer at this time, which is earned upon receipt. We anticipate applying this retainer to all outstanding fees and work in process immediately prior to a filing of any restructuring proceeding, and would request that Client replenish up to the requested amount prior to filing. When our representation is completed, we will apply the balance of the retainer against our final statement and refund any excess to you.

**CLIENT.** In this engagement, our principal representation is of the Client as local counsel to assist your primary reorganization counsel White & Case (“W&C”). Unless specifically agreed to by us in a letter like this one, we will not be representing other persons or entities, including any directors, shareholders, officers or related entities, or their subsidiaries, affiliates, or shareholders in connection with a restructuring proceeding. The Client is free to terminate this engagement at any time, as are we. If the engagement is terminated, the Client will remain responsible for the payment of fees and expenses incurred until termination in accordance with this agreement, and, if court approval is required, both of us will cooperate seeking it.

**CONFLICTS.** Based on information provided to us, the Firm currently represents the following entities or affiliates of the following entities that may have direct or indirect claims against Client:

Citibank, N.A.  
BBVA Compass Bank  
Credit Suisse

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Bank of America, NA  
Royal Bank of Canada  
Wells Fargo NA  
JP Morgan Chase  
Morgan Stanley  
Capital One, N.A.  
Liberty Mutual Insurance Co.  
Chubb  
BMO Harris Bank  
Exelon Entities  
ACE Insurance  
Kinder Morgan  
Chevron  
Marathon  
Williams  
Targa Resources LLC  
Enterprise  
State of Texas (and all related entities)

Additionally, the Firm is unable to represent the Client with respect to the possible or potential rejection of gas gathering agreements (the “Issue Conflict”). Your agreement to this retention agreement constitutes your acknowledgement of the Firm’s ongoing relationship with these entities and the Issue Conflict, your waiver of any actual or potential conflict with the Firm’s continuing representation of these entities. In addition, you acknowledge that the Firm’s representation of the Client will carve out any matters or issues directly adverse to these existing Firm clients or the Issue Conflict, or to other existing Firm clients that may be identified as the representation progresses, and that any such issues will be handled by conflicts counsel as the case may be, except as set forth in a separate written agreement amongst you, the Firm and these entities.

Your agreement to this retention agreement constitutes your acknowledgement of the Firm’s ongoing relationship with these entities, your waiver of any actual or potential conflict with the Firm’s continuing representation of these entities only on substantially unrelated matters. In addition, you acknowledge that the Firm’s representation of Client will carve out any matters or issues directly adverse to these existing Firm clients, or to other existing Firm clients that may be identified as the representation progresses, and that any such issues will be handled by conflicts counsel as the case may be, except as set forth in a separate written agreement amongst you, the Firm and these entities. In addition, Bank of America, N.A., Wells Fargo Bank, N.A., and the Exelon Entities have outside counsel guidelines that require written conflicts waivers that the Firm is seeking to obtain. These form written conflict waivers prohibit the Firm from acting directly adverse to Bank of America, N.A. and Wells Fargo Bank, N.A., such as in connection with

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an adversary proceeding filed against these entities as well as requiring an ethical wall between the lawyers acting on your behalf and the lawyers acting on behalf of these two clients.

**CELL PHONE AND E-MAIL COMMUNICATION.** The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cellular telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cellular telephones with Client or Client's professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

**RESTRUCTURING CASES.** If it becomes necessary for the Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. The Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

**NO GUARANTEE OF SUCCESS.** It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

**CONSENT TO USE OF INFORMATION.** In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's

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confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

**CONTACT PERSON.** Unless you otherwise direct, I will be your principal contact at this Firm. However, if at any time you wish to address concerns regarding this engagement with someone other than me, please feel free to contact Wade Cooper, our Managing Partner.

**GOVERNING LAW.** This engagement will be governed by Texas law. In addition, there may be times when we hold or transfer money on the client's behalf. In those situations, our relationship will also be subject to a variety of Texas and U.S. government requirements, including reporting requirements.

**MISCELLANEOUS.** This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client.

We will do our best to provide Client with the legal services reasonably necessary to achieve a result satisfactory to Client. However, the outcome of any transaction or lawsuit is subject to uncertainties and risks, and we make no promises or guarantees concerning the outcome. Once again, we are very pleased to have the opportunity to represent Client. Please confirm acceptance of the terms of our engagement by signing a copy of this letter in the space provided below, and return a copy to me along with the requested retainer. For your reference I have included an invoice with wiring instructions for the \$125,000 retainer.

Sincerely,



Matthew D. Cavanaugh




Bryan Dempsey  
November 15, 2021  
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Agreed to and accepted this 15 day of Nov., 2021.

STRIKE HOLDCO, LLC, on behalf of itself and its wholly-owned direct and indirect subsidiaries:

By:   
Name: Bryan Dempsey  
Title: Authorized Signatory

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

**Exhibit A**  
**Subsidiaries and Affiliates**

Strike, LLC  
Delta Directional Drilling, LLC  
Strike Global Holdings, LLC  
Capstone Infrastructure Services, LLC  
Crossfire, LLC

**Exhibit B**

**Cavanaugh Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
STRIKE, LLC, <i>et al.</i> <sup>1</sup>	)	
	)	Case No. 21-90054 (DRJ)
Debtors.	)	(Jointly Administered)
	)	

**DECLARATION OF MATTHEW D. CAVENAUGH IN SUPPORT OF  
THE APPLICATION TO RETAIN JACKSON WALKER LLP AS CO-COUNSEL  
AND CONFLICTS COUNSEL FOR THE DEBTORS AND DEBTORS IN POSSESSION**

The undersigned proposed attorney for the above-captioned debtors and debtors-in-possession hereby submits this verified statement of disinterestedness pursuant to Bankruptcy Rule 2014(a).

1. My name is Matthew D. Cavanaugh. I am over the age of 18 years, I am competent to make this declaration, and I have personal knowledge of the facts stated herein. Each and every statement contained herein is true and correct.

2. I am an attorney duly admitted to practice in the State of Texas and in this Court.

3. I am a partner in the law firm of Jackson Walker LLP (the “Firm”). The Firm maintains offices for the practice of law in seven Texas cities including one at 1401 McKinney Street, Suite 1900, Houston, Texas 77010. The Firm’s main telephone number is (713) 752-4200 and the Firm’s main facsimile number is (713) 752-4221.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtors’ federal tax identification number, are: Strike, LLC (2120); Strike HoldCo, LLC (0607); Delta Directional Drilling, LLC (9896); Strike Global Holdings, LLC (4661); Capstone Infrastructure Services, LLC (0161); and Crossfire, LLC (7582). The location of Debtor Strike, LLC’s principal place of business and the Debtors’ service address is: 1800 Hughes Landing Boulevard, Suite 500, The Woodlands, Texas 77380. Additional information regarding this case may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/StrikeLLC>.

4. In conjunction with the Debtors' retention of the Firm, I directed a search of the Firm's conflicts system for each of the Debtors' creditors and insiders (the "Potential Parties in Interest").

5. The Firm may represent other affiliates whose identities and affiliation did not show up on the conflicts system. It is possible that there are creditors whom the Debtors did not identify in their records that are clients of the Firm. The following summarizes the findings gleaned from my review of the information available on the Firm's conflicts system divided into current clients of the Firm that are also creditors of the Debtors, former clients, and affiliates of current clients of the Firm that are also creditors of the Debtors, and my and the Firm's connections with the Debtors and their current and former officers, directors, and professionals.

**A. The Firm's Prior Relationship to the Debtors**

6. The Firm and the Debtors entered into the Engagement Letter on November 15, 2021. In connection with the Engagement Letter, the Debtors provided a retainer to the Firm in the amount of \$125,000.00 (the "Retainer"). The Firm assisted the Debtors with the preparation necessary for the filing of their voluntary petitions and transitioning their operations into chapter 11. Prior to the filing of these cases, the Firm received a payment in the amount of \$108,633.00, which was the total amount due to the Firm for all prepetition services. The Firm continues to hold a retainer in the amount of \$26,795.00.

**B. Current Clients of the Firm that are Creditors of the Debtors**

7. The Firm currently represents or has represented entities or affiliates of entities that may have direct or indirect claims or interests against one or more of the Debtors that are listed on the attached Schedule 2. The Firm's ongoing representation of the Schedule 2 entities do not involve or relate to the Debtors or these cases. The determination of whether a client is a "former

client” is based on the date of last activity in the Firm’s billing software system being five (5) years or more prior to the Petition Date herein. The designation of a former client may not foreclose a continuing attorney-client privilege.

8. In addition, the Firm currently represents entities or affiliates of such entities that may have direct or indirect claims against or interests in one or more of the Debtors on matters unrelated to the Debtors or these cases, which are also set forth in the attached Schedule 2.

9. In the event that any matters or issues arise that are directly adverse to these current clients of the Firm, these matters or issues will be handled by White & Case, LLP, or other conflicts counsel as appropriate.

10. None of the preceding current clients individually represents more than 2% of the Firm’s annual revenues.

11. The Firm previously represented, but does not currently represent other potential creditors or affiliates of potential creditors of the Debtors as reflected on Schedule 2.

**C. Creditors of the Debtors that are Adverse to the Firm’s Clients**

12. The Firm represents, or has represented in the past, clients that are adverse or potentially adverse to numerous creditors (or affiliates of creditors) of the Debtors.

**D. The Firm’s Connections with the Debtors, Officers, and Professionals**

13. Lucy Johnson-Davis, with the United States Trustee’s Office in Houston, was previously employed by the Firm.

14. The Firm has in the past, and is likely in the future, to have common clients and connections with the Debtors’ prepetition and post-petition attorneys, accountants, and other professionals. None of those connections are material or present any conflict of interest.

15. Except as set forth herein, neither I nor the Firm have had any connection with the above-named Debtors, or insiders or affiliates of the Debtors, the Debtors' creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any other person employed in the Office of the United States Trustee, and are disinterested persons within the meaning of 11 U.S.C. § 101(14), to the best of my knowledge.

**E. Statement Regarding United States Trustee Guidelines**

16. The Firm shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with §§ 330 and 331 of the Bankruptcy Code, and applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. The Firm also intends to make a reasonable effort to comply with the United States Trustee's requests for information and additional disclosures as set forth in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013 (the "U.S. Trustee Fee Guidelines"), both in connection with this Application as well as any interim and final fee applications that may be filed by the Firm in connection with these chapter 11 cases.

**F. Attorney Statement Pursuant to the U.S. Trustee Fee Guidelines**

17. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Fee Guidelines.

**Question:** Did the Firm agree to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement?

**Answer:** No. The Firm and the Debtors have not agreed to any variations from, or alternatives to, the Firm's standard billing arrangements for this

engagement. The rate structure provided by the Firm is appropriate and is not significantly different from (a) the rates that the Debtors charge for other non-bankruptcy representatives or (b) the rates of other comparably skilled professionals.

**Question:** Do any of the Firm professionals in this engagement vary their rate based on the geographical location of the Debtors' chapter 11 cases?

**Answer:** No. The hourly rates used by the Firm in representing the Debtors are consistent with the rates that the Firm charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

**Question:** If the Firm has represented the Debtors in the 12 months prepetition, disclose the Firm's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If the Firm's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

**Answer:** My hourly rate is \$950.00. The rates of other restructuring attorneys in the Firm range from \$525.00 to \$985.00 an hour and the paraprofessional rates range from \$195.00 to \$205.00 per hour. The Firm represented the Debtors during the weeks immediately before the Petition Date, using the foregoing hourly rates.

**Question:** Have the Debtors approved the Firm's budget and staffing plan, and if so, for what budget period?

**Answer:** The Firm has not prepared a budget and staffing plan.



18. The Firm will periodically review both the changes in identifiable parties in interest of the Debtors and clients of the Firm as such information becomes available or relevant, and will update this disclosure as appropriate. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6<sup>th</sup> day of January, 2022.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

**Schedule 1**

**Schedule of Searched Parties**

**Banks**

Bank of America, N.A.

**Clerk of the Court**

Nathan Ochsner

**Current and Former Affiliate Entities**

Mill Point Strike Splitter L.P.

OEP Strike LLC

Pate Holdings Co. LLC

Strike Capital, LLC

Strike Coopertief U.A

Strike Energy B.V.

Strike Investment LLC

Strike Management LLC

Strike Management Incentive Plan, LLC

Strike México S. de R.L. de C.V.

**Current and Former Directors and Officers**

Jarvie Arnold

Patrick Bartels

Laurie Bench

Jamie Black

James B. Cherry

Charles Davison

Dario DeFerrari

Bryan Dempsey

Rae Anne Dodds

Anthony Dowd

Andrew Duffin

Michael Duran

Knut Eriksen

Chad Fay

Brad Fielding

DeWayne Fitzgerald

Lee Garrdner

Angie Goines

Sean Gore

Adam Harwell

Jason Heckt

Ryan Herrera

Anthony R. Horton

Todd Johnso

Michele Kookan

Steve Lanau

Joe Michels

Cole Pate

Kevin Pate

Kyle Pate

Megan Pate

Richie Pate

Steve Pate

Dean Schulte

Rhonda M. Sigman

Bobby Simons

Kacey Smart

Dustin Smith

Mike Smithey

Chase Sorrels

Weston Teichmann

Frank Victor-McCawley

Aileen Wang

**Debtors**

Capstone Infrastructure Services, LLC

Crossfire, LLC

Delta Directional Drilling, LLC

Strike, LLC

Strike Global Holdings, LLC

Strike HoldCo, LLC

**Debtors' Professionals**

Epiq Corporate Restructuring, LLC

Jackson Walker LLP

Joel Frank Wilkinson Brimmer Katcher

Korn Ferry

Opportune Partners LLC

Opportune Partners LLP

**Insurance Parties**

Allied World Surplus Lines Insurance Company

Allied World Specialty

Aspen American Insurance Company

Atlantic Specialty Insurance Company

Axis Insurance Company

Beazley Insurance Company, Inc.

Berkley National Insurance Company

Continental Casualty Company (CNA)

Endurance American Insurance Company

Federal Insurance Company  
General Security National Insurance  
Company  
Great American Assurance Company  
Great American E&S Ins. Co.  
Indian Harbor Insurance Company (XL)  
National Union Fire Insurance Company of  
Pittsburg, PA (AIG)  
Old Republic Insurance Company  
RSUI Indemnity Company  
Tokio Marine Specialty Insurance Company  
United States Fire Insurance Company  
USSIC (HCC)  
Westchester Fire Insurance Company  
Zurich American Insurance Company

**Landlords and Lease Counterparties**

3939 Carson, LLC  
4 Horse Construction, LLC  
AGES Associates, L.P.  
Atlantis Self Storage, Inc.  
Automotive Rentals Inc. – STR  
B/CS Leasing, LLC  
Bishop Commercial Rentals, LLC  
Blairtown Energy Center  
Bruce and Cathy Chisler  
Bursca 79 South Industrial Park  
Caterpillar Financial Services  
Cecil Joe Stark Sawmill & Logging Inc.  
Circle C Properties, LLC  
City of Durango  
CNMK Texas Properties, LLC  
CR McB Investments, LLC  
Crimson Insulation, Inc.  
Crossbridge LLC  
DAEC Industrial Park, LLC  
DHMH  
Dorothy B. Koratich  
Ezra Lee  
Gary L. Butch/Cynthia S. Butch  
Giles Brown  
HB Properties, LLC  
HCJ Investments, LLC  
HH One Hughes Landing, LLC  
IDV VPID, LP  
Irrigo, LLC

James G. and Sonya Keeling  
James H Pankey Separate Property Trust  
JBD Properties  
Jimmy and Ann Cranford  
Jon A. Box  
Karst Holdings, LLC  
Kinetic Leasing Inc.  
Kubota Credit Corp. USA  
La Puerta Azul Rentals  
Layne Christensen  
Norman Rash  
Old Branch Agriculture, LLC  
Phillips Distributors, Inc.  
Post Oaks Holdings, LLC  
Richard Fenner  
Richards Outdoor Power Equipment, LLC  
Robert Wiggins  
Roberts Property Management, Inc  
Rotten Bayou Enterprises, LLC  
Sacramento Land Investments, LLC  
Sampson Morris Group  
Southwest Livestock & Trucking Co., Inc.  
Stellar Investments  
Steve Dupuis Equipment, Inc.  
Storage Solutions  
The Park at 1788 South, LLC  
Three Star Rentals, LLC  
Volvo Financial Services  
Wintrust Commercial Finance  
WOODLANDS-SAROFIM #1, LTD.  
WWS, LLC

**Largest Unsecured Creditors**

Allwaste Industrial Svcs LLC  
Ardent Services LLC  
Axis Industrial Services LLC  
B&S Equipment Co Inc.  
Badger Daylighting Corp.  
Bayou Electrical Services  
BC Henderson Construction Inc.  
Bennett Construction, Inc. and NGM  
Insurance Company  
B-Grant Construction Inc  
Bighorn Transport Services LLC  
BJ Oilfield Construction Inc.  
Blackwell Enterprises Inc.

Bobcat Electric & Instrumentation LLC  
 Cable Communication  
 Cat Financial Commercial Acct.  
 CBK Transport  
 Cross Country Infrastructure Services USA  
 Cyclone Services LLC  
 Dakota Line Contractors Inc.  
 Deere Credit, Inc.  
 Delta Fuel Company  
 Di Trol Systems Inc.  
 Elite Supply Partners Inc.  
 Ellingson Companies  
 Flores Energy Services  
 FM Road Boring & Drilling Inc.  
 Graybar Electric Co Inc  
 Gulf Coast Crane Services LLC  
 Hardrock Directional Drilling  
 Hudson Products Corporation  
 Hdds LLC  
 Hydromax LLC  
 Ignite Energy Services  
 J2 Resources  
 Jones Transport  
 Jph Holdings LLC  
 Longhorn Custom Coating  
 Lunda Construction Company  
 Mason Construction LTD  
 Mears Group Inc.  
 Merchants Automotive Group Inc.  
 Michels Corporation  
 Midstream Valve Partners LLC  
 Milbar Hydro Test Inc.  
 Patriot Construction & Ind LLC  
 Pipeline Supply & Service  
 Precision Hdd Drilling LLC  
 Precision Torque Systems  
 Relevant Industrial LLC  
 Rock-It Natural Stone Inc.  
 Rexel USA Inc.  
 Sick Inc  
 Standard Freight LLC  
 Sterling Crane LLC  
 Strata Innovative Solutions  
 Summit Electric Supply Co. Inc.  
 The Reynolds Company  
 Total Safety US Inc.

United Rentals Inc.  
 Velox LLC  
 Vermeer Midsouth, Inc.  
 Weldfit Services  
 Wolseley Industrial Group  
 Wolverine Mat, LLC  
 Yak Mat LLC

### **Lenders**

American Industrial Partners  
 American Money Management Corporation  
 AMMC CLO  
 Apex Credit CLO  
 Apex Credit Partners LLC  
 Black Diamond Capital Management LLC  
 Black Diamond CLO  
 Blackstone CSP  
 Brighthouse Life Insurance Company  
 Cerberus Corporate Credit Fund, L.P.  
 D-Star Lrd  
 First Horizon Bank  
 JFIN CLO  
 Lightship Capital II LLC  
 Met Life  
 MetLife Syndicated Bank Loan Fund  
 Metropolitan Life Insurance Company  
 Napier Park Global Capital LP  
 Napier Park Select Master Fund LP  
 New Mexico Napier Park Fund LLC  
 Siemens Financial Services, Inc.  
 Silver Rock CLO I, Ltd.  
 Silver Rock Credit Fund LP  
 Silver Rock Financial LLC  
 Silver Rock Opportunistic Credit Fund LP  
 Silver Rock Opportunities Fund I LP  
 SRF Plan Assets Opportunistic Credit Fund LP  
 Stichting Bedrijfstakpensioenfondsvoor het  
 Beroepsvervoer over de Weg  
 Sterling National Bank  
 Wellwater LLC  
 ZAIS CLO 1, Limited  
 Zais CLO 2, Limited

### **Litigants**

Aircraft Charter & Management Service, LLC  
Alabama Power Company  
Antonio Vitela  
ASI Aviation, LLC  
Belinda Juarez  
Bennett Construction, Inc.  
Big Guns Petroleum, Inc.  
Blaine Vansycoc,  
BNP Petroleum Corporation  
Brenda Wozencraft  
Caroline A Vansycoc  
Caroline A Vansycoc  
Chemtex International Inc.  
Christopher G. Williams  
Christopher Lafleurw  
City of Pass Christian, Mississippi  
Commissioner of Revenue, State of Tennessee  
David Gerragano  
Dennis Berry  
Donnie Murphey  
Fredrick Robinson  
FVL Ltd.  
Gabriel Morris  
Gerald A. Beecher  
GW Ridge, LLC  
Hilda Garza  
Horse Head Holdings,, LLC  
Intertek Asset Integrity Management Inc.  
James Mann  
Jason Bynum  
Jeanne Haymes  
Jennifer Parker  
Jeremy Hershey  
Jesse C. Finch  
Jonathan Prater  
Jose Arias  
Joseph Montle  
Juan de Jesus Perez  
Justin Ballard  
Justin Smith  
Lee Lopez  
Leonides Gonzalez  
Linn Energy, LLC  
Lucy Beecher

Magellan Pipeline Company, L.P.  
Manuel Garza  
Mauro V. Lopez  
National Grange Mutual Insurance Company  
NGM Insurance Company  
Reagan Brunner  
Ria Cudjoe  
Sandra Diaz  
Sandy Creek Farms  
State of Goliad, Texas  
Steve Barrington  
Tanner Prater  
The County of Leon, Texas  
Turn Key Specialists  
V-Tex Logistics LLC

**Note Purchasers**

OEP Crossfire LLC

**Other Interested Parties**

Mill Point LLC

**Significant Contract Counterparties**

AR Horton Advisor, LLC  
BCBS  
Berkley Oil & Gas Speciality Services  
BPX Energy  
Brazos Midstream  
Breitburn Energy Partners LP  
Buckeye Partners, LP  
Centurion Pipeline L.P.  
Chevron USA, Inc.  
ConocoPhillips Company  
Cross Country Infrastructure Svcs USA  
Delta Fuel Company  
Enbridge Inc.  
Energy Transfer Partners, LP  
Enterprise Products Partners L.P.  
Excel Mulching DBA Excel Mulching  
Hardrock Directional Drilling  
Janco Directional Drilling  
Jones Transport  
Jph Holdings LLC  
Kinder Morgan, Inc.  
Lone Star Directional Drilling  
Marathon Petroleum Corporation

Navigator Energy Services, LLC  
 New Mexico Gas Company  
 Northern Natural Gas Company  
 Patriot Construction & Ind LLC  
 Phillips 66 Company  
 Pipeline Supply & Service  
 Redan Advisors LLC  
 Spectra Energy Corporation  
 Tc Energy  
 Telepak Networks, Inc.  
 Usd Group  
 Whitewater Midstream, LLC

**Significant Customers**

Acadian Gas Pipeline System (aka Enterprise)  
 Anadarko Petroleum Corporation  
 Bassell USA Inc.  
 BP America Production Co.  
 BPX Midstream LLC  
 Cable East  
 Celanese Ltd.  
 Centerpoint Energy Field Services, LLC  
 Centurion Pipeline Company, LLC  
 Cheniere Corpus Christi Pipeline, LP  
 Chevron North America Exploration and Production Company  
 CNX Midstream Partners LP  
 CPB Water, LLC  
 Crestwood Operations LLC  
 DTE LEAP Gas Gathering, LLC  
 DTE Pipeline Company  
 Easton Energy, LLC  
 Enbridge Energy Partners, LP  
 ENBRIDGE Storage (Cushing) L.L.C.  
 Enterprise Crude Pipeline, LLC  
 Enterprise Field Services, LLC  
 Enterprise Pelican Pipeline LP  
 Enterprise Products Operating, LLC  
 Enterprise Texas Pipeline LLC  
 EPCO Holdings, Inc.  
 Equistar Chemicals, LP  
 EUS OU  
 Gibson Energy Infrastructure, LLC  
 Glass Mountain Pipeline, LLC  
 Goodnight Midstream Bakken, LLC

Goodnight Midstream Permian, LLC  
 Houston Refining LP  
 Jackalope Gas Gathering Services, L.L.C.  
 Kentucky Utilities Company  
 Kinder Morgan Contracting Services, LLC  
 Kinder Morgan Contracting Services, LLC  
 Kinder Morgan Texas Pipeline LLC  
 KU Services Company  
 La Grange Acquisition, L.P.  
 LG&E  
 Lone Star NGL Pipeline LP  
 Louisville Gas and Electric Company  
 Lucid Artesia Company  
 Lucid Energy Delaware, LLC  
 Lyondell Chemical Company  
 LyondellBasell Acetyls, LLC  
 LyondellBasell Advanced Polymers Inc.  
 Magellan Pipeline Company, L.P.  
 Marathon Oil Company  
 Marathon Pipe Line LLC  
 MasTec Network Solutions, LLC  
 MEB General Contractors, Inc.  
 Midcoast Energy Partners, LP  
 Midship Pipeline Company, LLC  
 Millennium Petrochemicals, Inc.  
 Natgasoline LLC  
 Natural Gas Pipeline Company of America LLC  
 NiSource Corporate Services Company  
 Northwest Pipeline GP  
 Olin Corporation  
 ONEOK Partners Intermediate Limited Partnership  
 Petrohawk Energy Corporation  
 Pioneer Natural Resources Pumping Services, LLC  
 Pioneer Natural Resources USA, Inc.  
 Pioneer Natural Resources Well Services, LLC  
 Pioneer Water Management LLC  
 Plains Marketing, L.P.  
 Port Arthur Terminal LLC  
 Premier Silica LLC  
 Protégé Energy III LLC  
 Public Service Company of North Carolina  
 Regency Marcellus Gas Gathering LLC

Rose Rock Midstream Crude, L.P.  
 South Texas Gateway Terminal LLC  
 South Texas NGL Pipeline, LLC  
 Southern Diversified Technologies, Inc.  
 Spectra Energy Transmission II, LLC  
 Taproot Rockies Midstream LLC  
 Targa Resources LLC  
 Telepak Networks, Inc. dba C Spire  
 Texas Eastern Transmission, LP  
 Texas Eastern Transmission, LP  
 TransCanada USA Operations Inc.  
 Transcontinental Gas Pipeline Corporation  
 Universal Ensco, Inc.  
 US Gas Assets LLC (aka NextEra)  
 Valley Crossing Pipeline, LLC  
 Western Midstream Operating, LP  
 WGR Operating, LP  
 Whistler Pipeline, LLC  
 Williams Ohio Valley Midstream, LLC  
 WWM Operating, LLC  
 XTO Energy, Inc.

#### **Significant Vendors**

37-10-121164-8 Strike – Afco  
 American Cast Iron Pipe Co  
 Applus Rtd Usa Inc  
 Ardent Services - CSF  
 B-Grant Construction Inc.  
 Blackwell Enterprises Inc - STR  
 Blaylock Hdd Inc  
 C.I. Actuation  
 Clean Harbors Env. Services - STR  
 Cooper Resources LLC  
 Crc Evans Pipeline Int'l Inc. - STR  
 Cross Country Pipeline Supply  
 Dakota Utility Contractors Inc. - STR  
 Darby Equipment Company - STR  
 Directional Service South LLC - STR  
 Di-Trol Systems Inc.  
 Edgen Murray Corporation  
 Elliott Electric Supply - STR  
 Excel Mulching - STR  
 Express Scripts Inc.  
 E-Z Line Pipe Support Co., LLC  
 Fidelity Investments Inst. Oper. Co LLC  
 Flatirons Drilling Inc.

Garnett Wood Products Co Inc. - STR  
 Global Inspection Services LLC  
 Horizontal Technology Inc - DDD  
 J.R. Sales And Rental Equip  
 Janco Directional Drilling  
 Jm Drilling LLC  
 Kirby-Smith Machinery Inc  
 Liazon Corporation  
 Lone Star Directional Drilling  
 Michels Corporation - STR  
 Mulholland Energy Services LLC  
 New South Access & Envr. Solutions LLC  
 Patriot Construction & Ind LLC  
 Pe Ben Usa Inc  
 Pipeline Machinery Int'l  
 Pipeline Supply & Service  
 Power Plan - STR  
 Precision Hdd Drilling LLC  
 PricewaterhouseCoopers LLP  
 Qp Energy Services LLC  
 Richard Automation LLC - STR  
 Standard Freight LLC  
 Sterling Site Access Solutions - STR  
 Straitline Well Services LLC  
 Sunbelt Equipment Marketing  
 Tech Con Trenching Inc  
 Tip Excise, LLC  
 United Rentals Inc - CSF  
 United Rentals Inc - DDD  
 United Rentals Inc - STR  
 Vermeer Midsouth, Inc - DDD  
 Whitco Supply LLC  
 Wholesale Electric Supply  
 Wilmington Trust, Nat'l Assn  
 XP239 COMDATA  
 Yak Mat LLC – STR

#### **Taxing and Regulatory Authorities**

Adams County Treasurer  
 Alabama Department of Transportation  
 Alabama License Board for General  
 Contractors  
 Al-Department of Revenue  
 Ann Harris Bennett Tax Assessor  
 API Processing - Licensing, Inc.  
 Arizona Registrar of Contractors



Atlantis Self-Storage Inc  
 Barbers Hill ISD  
 Bishop Commercial Rentals LLC  
 Blackfeet Nation  
 Board of Professional Engineers and Land Surveyors  
 CA Employment Development Department  
 Caddo Parish Sheriff's Office Tax Department  
 California Secretary of State  
 Canadian County Treasurer  
 City of Athens  
 City of Corpus Christi  
 City of El Campo Texas  
 City of Homewood  
 City of Hot Springs  
 City of Jeffersonville  
 City of Lafayette  
 City of Macon County  
 City of Morehead - Director of Finance  
 City of Nederland  
 City of Port Arthur  
 City of Sharon  
 City of Shreveport-AV-TAX  
 City of Tuscaloosa Revenue Division  
 Colorado Department of Public Safety  
 Colorado Department of Revenue  
 Colorado Department of Transportation  
 Connecticut Secretary of the State  
 Corpus Christi Electric Co  
 Corpus Christi Equipment Co  
 CPA Measurement Dynamics Inc  
 Cr McB Investments LLC  
 David Piwonka - Cy-Fair ISD Tax Assessor  
 Delaware Secretary of State  
 Denise Hutter, Tax Assessor/Collector  
 Division of Fire Safety  
 Eddy County Treasurer  
 eSmartPayroll  
 Florida Department of Business and Professional Regulation  
 Florida Department of State  
 Florida Electric and Construction  
 Frio County Appraisal District  
 Frio County Tax Office  
 G. Brian Patterson, Revenue Commissioner

GA Construction Industry Licensing Board  
 Gary Earnest - CAD of Taylor County  
 Georgia Corporations Division  
 Georgia Professional Licensing Boards  
 Grimes CAD  
 Hunter Contracting LLC  
 Illinois Secretary of State  
 Indiana Secretary of State  
 Internal Revenue Service  
 Iowa Division of Labor  
 Iowa Secretary of State  
 Irrigo LLC  
 Iws Gas and Supply Of Texas  
 Jbd Properties One LLC  
 Jones Transport  
 Judge of Probate Phenix  
 Kansas Department of Revenue  
 Kentucky Department of Housing, Buildings and Construction  
 Kentucky Secretary of State  
 Kentucky State Treasurer  
 Kevin Cecil Sheriff of Marshall County  
 Komatsu Financial Limited Partnership  
 La Plata County Treasurer  
 Larry Vincent, Cole County Collector  
 Leopard 7404 LLC  
 Louisiana Secretary of State  
 Louisiana State Licensing Board for Contractors  
 Marsh USA Inc  
 Maryland Assessment & Taxation Department  
 May L. Bender Newton Co Tax Assessor  
 Merchants Automotive Group Inc  
 Mercury Permits  
 Michigan Department of Licensing and Regulatory Affairs  
 Midland Central Appraisal District  
 Minnesota Department of Revenue  
 Mississippi Board of Licensure for Professional Engineers and Surveyors  
 Mississippi Department of Revenue  
 Mississippi Department of Transportation  
 Mississippi Secretary of State  
 Mississippi State Board of Contractors  
 Missouri Dept of Revenue

Mobile County License Commission  
Montana Dept of Labor Ind.  
Montana Secretary of State  
Montenegro Trucking LLC  
Montgomery County MUD #67  
Montgomery County Tax Office  
Motor Carriers Kentucky  
National Licensing Consultants LLC  
Natrona County Treasurer  
Nevada Secretary of State  
Nevada State Contractors Board  
New Hampshire Secretary of State  
New Mexico Secretary of State  
New Mexico Taxation & Revenue  
New York Department of State  
New York Dept Of Taxation & Finance  
NMBLPEPS  
Norman S. Rash  
North Carolina Licensing Board for General  
Contractors  
North Carolina Secretary of State  
North Dakota Secretary of State  
North Dakota State Electrical  
Northern Safety Company Inc  
Nueces County Tax Assessor-Collector  
Ohio Department of Taxation  
OKC Development Center  
Oklahoma Corporation Commission  
Oklahoma Tax Commission  
Oregon Department of Revenue  
Oregon Secretary of State  
Pablo Villarreal Jr. - Hidalgo County TX  
Panola County Tax Office  
Panther City Industrial Supply LLC  
Payne County Treasurer  
Railroad Commission of Texas  
Reeves County Tax Assessor/Collector  
Rhode Island Division of Taxation  
Rhode Island Secretary of State  
RIO BLANCO COUNTY TREASURER  
Rsk Transport LLC  
Rutherford County Trustee  
Sampson Morris Group Inc  
SC Department of Revenue  
Scott Porter, Johnson County Tax A/C  
Sheriff of Monongalia County

Signature Financial  
Smart Oilfield Services Inc  
South Carolina Contractors Licensing Board  
South Dakota Department of Transportation  
South Dakota Secretary of State  
SOUTHERN UTE INDIAN TRIBE LANDS  
DIVISION  
Southwest TAB & Commissioning LLC  
SPEED SHORE CORPPORATION  
St. Charles Parish  
State of Arkansas  
State of Idaho  
State of Maryland  
Stephens County Treasurer  
Steve Dupuis Equipment, Inc.

**United States Bankruptcy Judges for the  
Southern District of Texas and staff**

Chief Judge David R. Jones  
Judge Marvin Isgur  
Judge Christopher M. Lopez  
Judge Jeffrey P. Norman  
Judge Eduardo V. Rodriguez  
Albert Alonzo  
Ana Castro  
Tracey Conrad  
Jeannie Chavez  
LinhThu Do  
Tyler Laws  
Kimberly Picota  
Vriana Portillo  
Mario Rios  
Rosario Saldana

**United States Trustee Personnel**

Alicia Barcomb  
Jacqueline Boykin  
Luci Johnson-Davis  
Hector Duran  
Barbra Griffin  
Brian Henault  
Linda Motton  
Ha Nguyen  
Glenn Otto  
Yasmin Rivera  
Jayson B. Ruff

Millie Sall  
Patricia Schmidt  
Christy Simmons  
Gwen Smith  
Stephen Statham  
Christopher R. Travis  
Clarissa Waxton  
Jana Whitworth

**Utility Providers**

ACL Water Association, Inc.  
Alabama Power  
Amerigas  
Ameripower LLC  
Arlington Water Utility  
Armstrong  
AT&T  
AT&T Long Distance  
AT&T Mobility  
Atmos Energy Corp  
Bear Creek Water Assn Inc  
Big Bend Telephone  
Black Hills Energy  
Brilliant Energy LLC  
C Spire  
Canton Municipal Utilities  
CenturyLink  
Champion Energy Services  
Choice Broadband  
City of Alice  
City of Amory, Ms  
City of Athens Utilities  
City of Carthage  
City of Casper  
City of Corpus Christi  
City of Cushing  
City of Del Rio  
City of Dilley  
City of El Campo  
City of Evans  
City of Forest  
City of Lucedale  
City of Flowood  
City of Meridian  
City of Mont Belvieu  
City of Navasota

City of Newton  
City of Port Arthur  
Clarkdale Water Association  
Clearfly  
CMS Electric Cooperative  
Comcast  
Dell Telephone Coop  
Direnergybus  
Dish Network  
Dominion Energy  
East Washington Joint Auth.  
Entergy  
Fastrack Communications Inc.  
Fidelity Telephone  
First Energy  
Freepoint Energy Solutions LLC  
Frontier  
Frontier Waste  
Gtek Computers and Wires  
Just Energy  
Karnes Electric Cooperative  
La Plata Electric  
Louisville Water Company  
Level 3 Communications  
Mckenzie Electric Cooperative  
Mcw Sewer and Fire Protection Authority  
Medina Electric Cooperative  
Mitchell Water System Inc  
Mobile County Water  
Moon Lake Electric  
Mount Olympus  
Oklahoma Natural Gas Co  
Orkin LLC  
Penn Power  
Pennsylvania American Water Co  
Quadient Inc  
Ready Refresh By Nestle  
Reliant Energy  
Republic Services  
Reservation Telephone  
RGV Metro Waster LLC  
Rocky Mountain Power  
Rose Hill Water Works Association  
Russell County Water Authority  
Seccuro Group LLC  
Security Monitoring

Skynet  
Southern Pine Electric Power  
Southern Ute Utilities Div.  
Southwestern Electric Power Co  
Spectrum Corporation  
Strata Networks  
Suddenlink  
Superior Alarm Inc  
Terminix Processing Center  
Town of Rangely  
Trashbilling.com  
Tupelo Water & Light  
TXU Energy  
Valley Telephone Cooperative  
Verizon  
Vernal City  
Viasat  
Voxox.com  
Waste Management  
Waste Pro of Meridian  
West Penn Power  
Windstream  
Xcel Energy  
Zavala County Water District  
Summit Funding Group Inc.  
Swagelok Austin  
Sweetwater County Treasurer  
Tarrant County Motor Vehicle  
Tennessee Board for Licensing Contractor  
Tennessee Department of Revenue  
Texas Board of Professional Engineers and  
Land Surveyors  
Texas Comptroller of Public Accounts  
Texas Department of Licensing and  
Regulation  
Texas Department of Motor Vehicles  
Texas Department of Public Safety  
Texas Department of Licensing & Regulation  
Texas Secretary of State  
TN Department of Commerce and Insurance  
Toomsba Water System  
Town of Ignacio  
Travis A. Hulsey, Director  
Uintah County Assessor  
Union Pacific Railroad Company  
Universal Corrosion Specialist

Utah Department of Commerce  
Utah Department of Transportation  
Utah Division of Corporations and  
Commercial Code  
Utah State Tax Commission  
Ute Indian Tribe Energy & Mineral Dept.  
Ute Indian Tribe Utero Commission  
Vermont Secretary of State  
Virginia Department of Professional and  
Occupational Regulation  
Virginia State Corporation Commission  
Washington Secretary of State  
Waste Management of Co.  
Waste Connections  
Weld County Treasurer  
Wells Fargo Equipment Finance  
Wendy Burgess, Tax Assessor-Collector  
West Virginia State Tax Department  
West Virginia Treasury  
Wood Environment & Infrastructure Sol.  
WV PE Board  
WWS LLC  
Wyoming Department of Revenue  
Wyoming Department of Transportation  
Wyoming Secretary of State

**Schedule 2**

<b>JW Client Name</b>	<b>Name Checked Against Database</b>	<b>Relation to Debtors</b>	<b>Status</b>
1000 Louisiana LP d/b/a Wells Fargo Plaza	Wells Fargo Equipment Finance	Utility Provider	Client
Ardent Hospice, LLC	Ardent Services LLC	Creditor	Client
Ardent Pursuit Consulting, LLC	Ardent Services LLC	Creditor	Client
Ardent Residential Partners, LLC	Ardent Services LLC	Creditor	Client
Armstrong Holden Properties, L.P	Armstrong	Utility Provider	Client
Armstrong, Backus & Co., L.L.P	Armstrong	Utility Provider	Client
AT&T Corporation	AT&T	Utility Provider	Client
AT&T Knowledge Ventures, L.P	AT&T	Utility Provider	Client
AT&T Mobility LLC	AT&T	Utility Provider	Client
ATMOS Energy Corporation	Atmos Energy Corp.	Utility Provider	Client
Bank of America	Bank of America, N.A.	Lender	Client
Bank of America Merrill Lynch	Bank of America, N.A.	Lender	Client
Bank of America, N.A.	Bank of America, N.A.	Lender	Client
Bank of America, N.A., as Trustee of the William E. Dean III Charitable Foundation	Bank of America, N.A.	Lender	Client
Black, M.D., James N.	Jamie Black	Director/Officers	Client
BNP Paribas	BNP Petroleum Corporation	Litigant	Client
Brazos Midstream Operating, LLC	Brazos Midstream	Contract Counterparties	Client
Brazos Renewable Energy, LLC	Brazos Midstream	Contract Counterparties	Client
Buckeye Partners, LP	Buckeye Partners, LP	Contract Counterparties	Client
Buckeye Properties, Inc.	Buckeye Partners, LP	Contract Counterparties	Client

<b>JW Client Name</b>	<b>Name Checked Against Database</b>	<b>Relation to Debtors</b>	<b>Status</b>
Capital One, GE Capital, Bank of America Merrill Lynch and NextEra	Bank of America, N.A.	Lender	Client
Centurion Pipeline Company, LLC	Centurion Pipeline L.P.	Contract Counterparties	Client
Cerberus Capital Management, L.P.	Cerberus Corporate Credit Fund, L.P.	Lender	Client
Cerberus Real Estate Capital Management, LLC	Cerberus Corporate Credit Fund, L.P.	Lender	Client
Chemical Waste Management, Inc.	Waste Management	Utility Provider	Client
Chevron Corporation	Chevron USA, Inc.	Contract Counterparties	Client
Chevron Environmental Management Company	Chevron USA, Inc.	Contract Counterparties	Client
Chevron Phillips Chemical Company, LLC	Chevron USA, Inc.	Contract Counterparties	Client
Chevron Pipeline	Chevron USA, Inc.	Contract Counterparties	Client
Chevron U.S.A. Inc	Chevron USA, Inc.	Contract Counterparties	Client
Comdata Network, Inc	XP239 COMDATA	Vendor	Client
ConocoPhillips, Inc.	ConocoPhillips Company	Significant Counterparties	Client
Cyclone Enterprises	Cyclone Services LLC	Creditor	Client
Dish Network L.L.C.	Dish Network	Utility Provider	Previous Client
Edgen Group Inc.	Edgen Murray Corporation	Vendor	Client
Enbridge Employee Services, Inc.	Enbridge Inc.	Contract Counterparties	Client
Enbridge Inc.	Enbridge Inc.	Contract Counterparties	Client
Enbridge Midcoast Energy, Inc.	Enbridge Inc.	Contract Counterparties	Client
Energy Transfer Partners	Energy Transfer Partners, LP	Contract Counterparties	Client

<b>JW Client Name</b>	<b>Name Checked Against Database</b>	<b>Relation to Debtors</b>	<b>Status</b>
Fidelity Investments	Fidelity Investments Inst. Oper. Co LLC	Customer	Client
First Horizon	First Energy	Utility Provider	Client
First Horizon Bank, N.A	First Energy	Utility Provider	Client
Frontier Energy, LLC	Frontier	Utility Provider	Client
Frontier Equity	Frontier	Utility Provider	Client
Just Energy (US) Corp	Just Energy	Utility Provider	Client
Kinder Morgan Energy Partners, L.P	Kinder Morgan, Inc.	Contract Counterparties	Client
Mann, James Edward and Mann, Sulinda Jane Cole	James Mann	Litigants	Client
Marathon Oil Company	Marathon Oil Company	Customer	Client
Metropolitan Life Insurance Company	Metropolitan Life Insurance Company	Lender	Client
New Mexico Gas Company	New Mexico Gas Company	Contract Counterparties	Client
OEP Holding Corporation	OEP Strike LLC	Affiliate Entities	Client associate
OEP Management LLC	OEP Strike LLC	Affiliate Entities	Client associate
R.J. Reynolds Tobacco Company	The Reynolds Company	Creditor	Client
Reliant Energy Solutions, LLC	Reliant Energy	Utility Provider	Client
Republic Services, Inc.	Republic Services	Utility Provider	Client
Reynolds & Reynolds Co.	The Reynolds Company	Creditor	Previous Client
Smith, Justin B.	Justin Smith	Litigants	Client
Southwestern Bell Telephone Company d/b/a AT&T Tex	AT&T	Utility Provider	Client
Spectra Energy Corp	Spectra Energy Corporation	Contract Counterparties	Client
Spectrum Development Group, Inc.	Spectrum Corporation	Utility Provider	Client
Spectrum Group Management	Spectrum Corporation	Utility Provider	Client

<b>JW Client Name</b>	<b>Name Checked Against Database</b>	<b>Relation to Debtors</b>	<b>Status</b>
Strike LLC	Strike Capital, LLC	Debtor Affiliate	Previous client
Taproot Rockies Midstream LLC	Taproot Rockies Midstream LLC	Customer	Client
Targa Resources LLC	Targa Resources LLC	Customer	Client
The Blackstone Group	Blackstone CSP	Lender	Client
Total Safety U.S., Inc.	Total Safety US Inc.	Creditor	Previous Client
TXU Corp.	TXU Energy	Utility Provider	Client
U.S. Trust, Bank of America Private Wealth Management	Bank of America, N.A.	Lender	Client
Union Pacific Railroad Company	Union Pacific Railroad Company	Utility Provider	Client
USD, Inc., an Arizona Corporation	Usd Group	Contract Counterparties	Client
Waste Management, Inc.	Waste Management	Utility Provider	Client
Wells Fargo Bank, N.A.	Wells Fargo Equipment Finance	Utility Provider	Client
Wells Fargo Central Pacific Holdings, Inc.	Wells Fargo Equipment Finance	Utility Provider	Client
Wells Fargo Central Pacific Holdings, Inc. and JPM Capital Corporation	Wells Fargo Equipment Finance	Utility Provider	Client
Wells Fargo Clearing Services, LLC d/b/a Wells Fargo Advisors	Wells Fargo Equipment Finance	Utility Provider	Client
Wells Fargo Energy Capital	Wells Fargo Equipment Finance	Utility Provider	Client
WhiteWater Midstream	Whitewater Midstream, LLC	Contract Counterparties	Client
Windstream Corporation	Whitewater Midstream, LLC	Contract Counterparties	Client
Windstream Holdings, Inc.	Windstream	Utility Provider	Client